

IN THE COURT OF COMMON PLEAS  
PORTAGE COUNTY, OHIO

CASE NO. **2022CV00369**

JUDGE

**JUDGE BECKY L. DOHERTY**

COMPLAINT

(JURY DEMAND ENDORSED  
HEREON)

**GARY ANDERSON**  
3681 Martha Road  
Kent, Ohio 44240

and

**LaDONNA ANDERSON**  
3681 Martha Road  
Kent, Ohio 44240

Plaintiffs,

v.

**AMERICAN VAN LINES, INC.**  
1351 N.W. 22nd Street  
Pompano Beach, Florida 33069

Defendant.

Plaintiffs, Gary Anderson and LaDonna Anderson (the "Andersons"), for their  
Complaint against Defendant, American Van Lines, Inc. ("AVL"), states:

**PARTIES**

1. The Andersons are individuals residing in Portage County at 3861 Martha Road, Kent, Ohio 44240.
2. The Andersons, now Ohio residents, are former residents of the State of California.
3. The Andersons are consumers as defined by R.C. 1345.01(D) and California Civil Code 1750 et. seq.

4. AVL is a foreign corporation conducting business in Ohio but is not registered with the Ohio Secretary of State to do business in Ohio.

5. AVL is a supplier as defined by R.C. 1345.01(C).

### **FACTS AND ALLEGATIONS**

6. The Andersons restate the allegations contained in the preceding paragraphs.

7. In September 2020, the Andersons hired AVL to transport their household belongings from California to Ohio.

8. AVL was to retrieve the Andersons' belongings between October 10, 2020, and October 12, 2020.

9. AVL promised a delivery window between October 18, 2020, and November 2, 2020.

10. In a written, binding estimate, AVL promised to transport 12,152 pounds of the Andersons' possessions over 2,358 miles at a binding price of \$12,835.59. See Binding Estimate, a copy of which is attached as Exhibit 1 and incorporated fully as if rewritten.

11. AVL provided an addendum on October 14, 2020, which increased the weight of the possessions to 12,548 pounds and decreased the binding estimate to \$12,778.55. See Binding Estimate Addendum, a copy of which is attached as Exhibit 2 and incorporated fully as if rewritten.

12. At the time of the parties' contract, the Andersons were California residents.

13. AVL's movers did not arrive until October 16, 2020.

14. When the movers arrived in an unmarked truck, and without weighing the Andersons' possessions, AVL demanded additional funds from them, and when the Andersons attempted to cancel the contract, AVL told them they would forfeit their deposit of \$6,411.00.

15. AVL did not present the Andersons with a new binding estimate.

16. Under duress, the Andersons permitted AVL to load their belongings into the truck.

17. The Andersons traveled to Ohio at this time.

18. The Andersons subsequently learned that the truck did not leave California until October 22, 2020.

19. When the Andersons arrived in Ohio on October 23, 2020, they began frantically trying to secure an update on the arrival of their belongings.

20. The Andersons called AVL approximately 4 to 6 times per day.

21. AVL and the Andersons finally spoke on November 4, 2020, and the possessions had not yet arrived—AVL unilaterally promised the Andersons compensation of \$50.00 per day while their possessions were in transit.

22. As of November 17, 2020, the Andersons' possessions were still in a Los Angeles-area warehouse.

23. Finally, on November 28, 2020, only approximately two-thirds of the Andersons' possessions arrived in Ohio.

24. It was at that time that it was finally disclosed to the Andersons that another carrier, not AVL (and for whom they still have no information other than “Move-for-Less”), was transporting their belongings.

25. The Andersons finally received the remaining third of their possessions on December 15, 2020.

26. The driver of that vehicle demanded an additional \$350.00 from the Andersons, which they refused to pay.

27. Before unloading their possessions, AVL required that the Andersons pay an additional \$1,482.00, for a total of \$14,317.59.

28. AVL broke and/or damaged many of the Andersons’ possessions.

29. The possessions in transit included all the Andersons’ possessions, including many items of extreme sentimental value, including items relating to and belonging to the Andersons’ late daughter.

30. The significant delay and uncertainty surrounding these possessions caused significant mental anguish to the Andersons, particularly to Mrs. Anderson.

COUNT ONE  
(Breach of Contract)

31. The Andersons restate the allegations contained in the preceding paragraphs.

32. The Andersons had a contract with AVL to ship their possessions from California to Ohio.

33. The Andersons paid AVL in full under the contract.

34. AVL failed to fulfill its contractual obligations without legal excuse.

35. The Andersons have been damaged as a result of Defendant's conduct.

36. Additionally, the Andersons' transaction with AVL is subject to, and AVL is required to comply with, the regulations of the Federal Motor Carrier Safety Administration ("FMCSA").

37. AVL provided the Andersons with a written, binding estimate, which is governed by FMCSA regulations.

38. FMCSA regulations require a carrier, prior to extracting more funds from a consumer under a binding estimate, to either agree to abide by the original binding estimate or covert the binding estimate into a nonbinding estimate.

39. When AVL did not give the Andersons a new binding estimate, the original binding estimate was reaffirmed.

40. Further, if unforeseen circumstances arise at the destination, the mover can bill the consumer for the additional amounts within 30 days after delivery.

41. AVL was required to provide, and explain to the consumer, valuation options on protecting their belongings.

42. AVL failed to do so.

43. Instead, AVL gave them basic coverage at \$0.60 per pound per article.

44. Regardless, AVL has failed and refused to provide coverage for lost or damaged items, despite notice and demand.

45. The Andersons' damages, which will be fully determined at trial, are believed to exceed \$25,000.00, and further include court costs, interest, and attorney's fees.

COUNT TWO  
(Violation of California Consumer Legal Remedies Act ("CLRA"))

46. The Andersons restate the allegations contained in the preceding paragraphs.

47. As California residents at the time of their contact with AVL, the Andersons are protected under the CLRA, California Civil Code 1770 et seq.

48. The CLRA prohibits the actions taken by AVL, including:

- a. Passing off goods and services as those of another;
- b. Misrepresenting the source of services;
- c. Misrepresenting the affiliation, connection, or association with another;
- d. Using deceptive representations in connection with services; and,
- e. Inserting unconscionable provisions into a contract.

49. Under Civil Code 1780(a), the Andersons are entitled to recover their actual damages, as well as punitive damages, costs, attorney's fees, and any other relief this Court deems proper.

50. The Andersons notified AVL of their dispute by certified mail on January 29, 2021, which is more than 30 days prior to the filing of this Complaint. See Letter sent January 19, 2021, a copy of which is attached as Exhibit 3 and incorporated fully as if rewritten.

51. Rather than remedy the damages it caused, AVL instead chose to hide behind the unconscionable provisions in its consumer contract.

52. The Andersons' damages, which will be fully determined at trial, are believed to exceed \$25,000.00, and further include court costs, interest, attorney's

fees, and punitive damages, and further include court costs, interest, and attorney's fees.

COUNT THREE  
(Negligence)

53. The Andersons restate the allegations contained in the preceding paragraphs.

54. AVL owed a duty of care to the Andersons.

55. That duty of care was breached by AVL.

56. As a result of AVL's negligence, which has directly and proximately damaged the Andersons, the Andersons are entitled to recover the damages, the amount of which will be determined at trial, but are believed to exceed \$25,000.00, and further include court costs, interest, and attorney's fees..

COUNT FOUR  
(Negligent and Reckless Infliction of Emotional Distress)

57. The Andersons restate the allegations contained in the preceding paragraphs.

58. AVL caused, negligently and recklessly, serious emotional distress to the Andersons.

59. AVL's conduct in this case was extreme and outrageous.

60. As a result of AVL's infliction of emotional distress, which has directly and proximately damaged the Andersons, the Andersons are entitled to recover the damages, the amount of which will be determined at trial, but are believed to exceed \$25,000.00, and further include court costs, interest, and attorney's fees.

WHEREFORE, Plaintiffs, Gary and LaDonna Anderson, demand judgment against Defendant, American Van Lines, Inc., as follows:

- A. Damages in an amount to be determined at trial, but believed to exceed \$25,000.00;
- B. Reasonable attorneys fees;
- C. Costs;
- D. Punitive damages;
- E. Interest; and,
- F. Any and all other relief that this Court deems appropriate.

Respectfully Submitted,

/s/ Jason A. Whitacre  
Jason A. Whitacre (0077330)  
FLYNN, KEITH & FLYNN  
214 S. Water Street  
Kent, Ohio 44240  
Phone: (330) 673-0114  
Fascimile: (330) 617-4278  
jwhitacre@flynnkeithlaw.com  
*Attorney for Plaintiffs*



**EXHIBIT****1**

**American Van Lines**  
 1351 N.W. 22nd Street  
 Pompano Beach, FL 33069  
 DOT 614506  
 MC 294798

Harold K. Brown  
 Toll Free: (888) 342-6683 ext.406  
 Fax: (888) 689-9991

**BINDING ESTIMATE**

Job# 1308840

SHIPPER INFO	CONSIGNEE INFO	SHIPMENT INFO
Gary L Anderson 28984 Escalante Rd  Sun City, CA 92587  (951) 244-1341	Gary L Anderson 3861 Martha Road  Kent, OH 44240  N/A	Tariff: <b>AVL</b> Weight: <b>12,152</b> Total Miles: <b>2358.00</b> Estimate Date: <b>9/25/2020</b> Pack Date: <b>10/10/2020-10/12/2020</b> Load Date: <b>10/10/2020- 10/12/2020</b> Delivery Window: <b>10/13/2020 - 10/28/2020</b>

## ESTIMATE INFORMATION

This estimate includes only the items specified on the attached "Items List to be Moved" and summary of charges. This estimate includes:

- 1.) Basic disassembly and reassembly of standard furniture
- 2.) Furniture fully pad wrapped
- 3.) Loading, unloading & furniture set where you want it
- 4.) Taxes, tolls, & fuel
- 5.) Inventory of all items moved
- 6.) 60 cents per pound per article valuation coverage with zero deductible.

Unless otherwise specified, price does not include pickups or deliveries that require:

- 1.) Stairs or elevators
- 2.) Excessive walking distance over 75ft (charged in 75ft increments)
- 3.) Truck smaller than an eighteen wheeler
- 4.) Multiple stops
- 5.) Hoisting
- 6.) Storage
- 7.) Packing labor & materials.

Final charges may exceed the estimated price and will be based upon the actual weight of the property, number of items, and accessorail services rendered. Our minimum weight charge is 3000 pounds.

Shippers with origins less than fifty miles from carrier's location waive their right to a visual estimate.

## SUMMARY OF CHARGES

Based on- Tariff AVL: **12,152 Pounds, 2358.00 Miles**

Charge name	Charge amount
Transportation fee	\$12,197.44
\$0.60 per lbs per article	\$0.00
Packing	\$288.15
Other Labor (E)	\$350.00

**TOTAL BINDING PRICE: \$12,835.59**

## FORM OF PAYMENT

Upon booking, deposit will be required. The remaining balance must be paid in full prior to delivery by post office money order, or cashiers check prior to unloading. We also accept credit cards (Visa, MasterCard, or Discover). If you are moving into our storage, you must pay for services rendered to complete your move into storage. Estimates are valid for 3 days from estimate date listed above

**NOTES****" Above estimate is a Guaranteed Rate, Binded to your Items list (attached)**

" Estimate includes only the services list on Contract and Items list

Customer will provided their own mattress covers.

Per shipper all locations are Tractor Trailer Accessible (18 wheeler). If a shuttle is needed additional charges will apply

" Shipper to have all boxes prepared for transport prior to movers arrival

" Shipper to review Inventory List, Estimate and Deposit forms for Accuracy

Sincerely,

Harold K. Brown | Senior Moving Consultant  
 American Van Lines | 1351 NW 22nd St. | Pompano Beach, FL 33069  
 harold.brown@Americanvanlines.com | 888-342-6683, ext. 406 phone |  
 Harold Brown 09/25/2020 01:22 PM:

### VALUATION OPTIONS

**WARNING:** If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay.

**BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS** in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for **FAR LESS** than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the Interstate Bill of Lading/Valuation Addendum (Contract) for your move. Before selecting a liability level, Please read **"Your Rights and Responsibilities When You Move"** provided by the moving company, and seek further information at the government website [www.protectyourmove.gov](http://www.protectyourmove.gov)

Total Estimate with Limited Liability / Released Value: **\$12,835.59**

Total Estimate with Full Value Protection Options:

Deductible Levels	Valuation Charge	Total Estimate plus Valuation Charge	Customer's Initials
<input checked="" type="checkbox"/> \$0.00 (\$15,000.00)	\$887.00	\$13,722.59	x _____
<input checked="" type="checkbox"/> \$250.00 (\$15,000.00)	\$513.00	\$13,348.59	x _____
<input checked="" type="checkbox"/> \$500.00 (\$15,000.00)	\$487.00	\$13,322.59	x _____
<input checked="" type="checkbox"/> \$1,000.00 (\$15,000.00)	\$430.00	\$13,265.59	x _____

OR

☒ \$0.00 (\$0.60 per lbs per article) \$0.00 \$12,835.59

x \_\_\_\_\_  
**Gary L Anderson**

Signed time: Friday, 09/25/2020 01:58 PM (Eastern time)

**Basic Coverage protects your goods at \$0.60 per pound per item.**

**Example of Basic Coverage: A flat screen TV (100 pounds) with an actual replacement value of \$1,000.00 will only be protected up to a maximum of \$60.00.**

**Select an option other than basic coverage to protect your goods at their full replacement value.**

Your estimate automatically includes the Limited Liability Valuation Protection at no cost. If you choose this option, the carrier is only responsible for 60 cents per pound per article. If you wish to select Full Value Protection, you can select this option up until the day of your move.

We recommend you purchase Third Party Full Value Replacement Insurance. We have partnered with Baker International. Visit <http://www.bakerintl.com> or call 1-800-356-0099 to purchase an insurance policy .You will need to know the Company's ID 9920 and your weight of 12,152.

### DESCRIPTION OF ITEMS TO BE MOVED

#### Custom packing (8)

Qty	Article	Qty	Article
7	Glass/Mirror/Picture Box	1	4.5 / Large Box

#### 1st Bedroom (29)

Qty	Article	Qty	Article
1	Mirror, LG	1	Bed, Waterbed
1	Dresser Triple	1	Chest, Armoire
2	Table, Night Stand	1	Chest, Jewelry
10	Box PBO - Wardrobe	1	TV, LCD
10	Bags	1	Chest, Cedar

#### 2nd Bedroom (14)

Qty	Article	Qty	Article
1	Bed, Queen	1	Bed, Headboard
1	Bed, Frame	1	Bed, Footboard
2	Table, Night Stand	1	Dresser Single
1	Cabinet	5	Box PBO - Wardrobe
1	TV, LCD		

#### 3rd Bedroom (3)

Qty	Article	Qty	Article
3	Mattress D/Q/K		

#### Family Room (8)

Qty	Article	Qty	Article
1	Miscellaneous - Sm (Glass)	3	Sofa, Sectional (per section)
2	Chair, Arm	1	Table, Coffee
1	TV, Plasma (Will be pack)		

#### Garage (150)

Qty	Article	Qty	Article
2	Rug, Sm.	1	Rug, Lg.
2	Table, Saw (Minor box)	3	Ladder, Extension
60	Box PBO- Medium (3.0 cu ft)	15	Box PBO- Small (1.5 cu ft)
20	Plastic - Bin	1	Tool Chest
1	Air Compressor	2	Toolbox
1	Vacuum Cleaner	9	Tools
1	Gun Cabinet	1	Table, Large
1	Miscellaneous - Sm (Small motor)	2	Table, Small
6	Chair, Folding	2	Golf Bag & Clubs
1	Box PBO - Large (4.5 cu ft)	2	Ladder, Step
1	Breakfast Chair	16	Plastic Tote - Sm

#### Hallway (1)

Qty	Article	Qty	Article
1	Cabinet, Curio		

**Kitchen (10)**

Qty	Article	Qty	Article
1	Breakfast Table	6	Breakfast Chair
2	Bar Stool	1	Box PBO- Medium (3.0 cu ft)

**Living Room (20)**

Qty	Article	Qty	Article
4	Stool	1	Breakfast Table
2	Plants, Small	1	TV Tray Set
1	Baker's Rack	1	Sofa
1	Sofa, Loveseat	1	Cabinet, China
1	Table, Coffee	2	Table, End
1	Miscellaneous - Med (Screen)	1	Mirror, LG
3	Miscellaneous - Sm (Clock, valet stands)		

**Loft (13)**

Qty	Article	Qty	Article
1	Sofa	2	Chair, Arm
1	Lamp, Floor	1	Table, Sofa
1	Mirror, LG	1	Table, Night Stand
2	Fan	1	Bags
3	Basket		

**Office/Study (12)**

Qty	Article	Qty	Article
1	Rack	2	Desk Chair
3	Box PBO- Medium (3.0 cu ft)	1	Computer Monitor
1	Computer	1	Printer
1	Fan	1	Cabinet, Small
1	Shelving		

**Porch (8)**

Qty	Article	Qty	Article
1	Table, Patio	4	Chair, Metal
2	Chair, High	1	Glider - Settee

**Total Items 275****Total Estimated Weight 12,152****DESCRIPTION OF BOXES TO BE PACKED BY COMPANY**

Description	Material quantity	Material rate	Material charge	Service quantity	Service rate	Service charge
4.5 / Large Box	1	\$8.50	\$8.50	1	\$8.50	\$8.50
Glass/Mirror/Picture Box	7	\$17.00	\$119.00	7	\$17.00	\$119.00
Mattress D/Q/K	3	\$18.00	\$54.00	3	\$10.00	\$30.00

Please review your item list above. Your estimate is based on this item list. If more items are taken, your estimate is subject to change. If your item list is incomplete or incorrect, please contact your moving consultant immediately.

I have received a copy of 1) Estimate, 2) Your Rights and Responsibilities When You Move, 3) Inventory of items valued in excess of \$100 per pound per article (high value inventory) form , 4) Pamphlet Ready to Move

**Customer Signature**

**Harold Brown**  
Date: **9/25/2020**

Gary L Anderson

Signed time: Friday, 09/25/2020 01:58 PM (Eastern time)

Date: **9/25/2020**

**EXHIBIT****2**

American Van Lines  
 1351 N.W. 22nd Street  
 Pompano Beach, FL 33069  
 DOT 614506  
 MC 294798  
 Toll Free: (888) 342-6683  
 Fax: (888) 689-9991

**BINDING ESTIMATE****ADDENDUM**

Job# 1308840

**SHIPPER INFO**

Gary L Anderson  
 28984 Escalante Rd  
  
 Sun City, CA 92587  
  
 (951) 244-1341

**CONSIGNEE INFO**

Gary L Anderson  
 3861 Martha Road  
 Kent, OH 44240

**SHIPMENT INFO**

Tariff: **AVL**  
 Weight: **12,548**  
 Total Miles: **2358.00**  
 Estimate Date: **10/14/2020**  
 Pack Date: **10/15/2020-10/17/2020**  
 Load Date: **10/15/2020-10/17/2020**  
 Delivery Window: **10/18/2020 - 11/2/2020**

**ESTIMATE INFORMATION**

This estimate includes only the items specified on the attached "Items List to be Moved" and summary of charges. This estimate includes:

- 1.) Basic disassembly and reassembly of standard furniture
- 2.) Furniture fully pad wrapped
- 3.) Loading, unloading & furniture set where you want it.
- 4.) Taxes, tolls, & fuel
- 5.) Inventory of all items moved
- 6.) 60 cents per pound per article valuation coverage with zero deductible.

Unless otherwise specified, price does not include pickups or deliveries that require:

- 1.) Stairs or elevators
- 2.) Excessive walking distance over 75ft (charged in 75ft increments)
- 3.) Truck smaller than an eighteen wheeler
- 4.) Multiple stops
- 5.) Hoisting
- 6.) Storage
- 7.) Packing labor & materials.

Final charges may exceed the estimated price and will be based upon the actual weight of the property, number of items, and accessorial services rendered. Our minimum weight charge is 3000 pounds.

Shippers with origins less than fifty miles from carrier's location waive their right to a visual estimate.

**SUMMARY OF CHARGES**

Based on- Tariff AVL: 12,548 Pounds, **2358.00** Miles

Charge name	Charge amount
Transportation fee	\$12,313.80
\$0.60 per lbs per article	\$0.00
Packing	\$114.75
Other Labor (E)	\$350.00

**TOTAL BINDING PRICE: \$12,778.55**

**FORM OF PAYMENT**

Upon booking, deposit will be required. The remaining balance must be paid in full prior to delivery by post office money order, or cashiers check prior to unloading. We also accept credit cards (Visa, MasterCard, or Discover). If you are moving into our storage, you must pay for services rendered to complete your move into storage. Estimates are valid for 3 days from estimate date listed above

**NOTES**

**Above estimate is a Guaranteed Rate, Binded to your Items list (attached)**

" Estimate includes only the services list on Contract and Items list

Per shipper all locations are Tractor Trailer Accessible (18 wheeler). If a shuttle is needed additional charges will apply

" Shipper to have all boxes prepared for transport prior to movers arrival

" Shipper to review Inventory List, Estimate and Deposit forms for Accuracy

*Harold Brown ext 406/Alissa 259*

# FLYNN KEITH & FLYNN

ATTORNEYS & COUNSELORS AT LAW

JOHN J. FLYNN  
MICHELE K. KEITH  
SCOTT J. FLYNN  
JASON A. WHITACRE  
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TELEPHONE (330) 673-0114  
FACSIMILE (330) 617-4278  
[SCOTT@FLYNNKEITHLAW.COM](mailto:SCOTT@FLYNNKEITHLAW.COM)

January 19, 2021

*Via Certified Mail (7019 1640 0000 8694 7370)*  
American Van Lines  
1351 N.W. 22<sup>nd</sup> Street  
Pompano Beach, FL 33069

RE: Your Job#: 1308840  
My Clients: Gary & LaDonna Anderson

Dear Sir/Madam:

Please be advised that this office represents Gary and LaDonna Anderson, who hired American Van Lines (AVL), and only AVL, to transport their household belongings from California to Ohio in October of 2016. What followed was an absolute nightmare scenario for my clients, which no consumer should have to go through. Unless my clients receive a full refund of the total amount paid (\$14,267.00), a lawsuit will be filed against AVL for breach of contract, and more significantly, violations of the Ohio Consumer Sales Practices Act, for which my clients will be entitled to treble damages, noneconomic damages, court costs, interest, and attorney fees.

AVL promised a delivery window of 10/18/2020 to 11/2/2020 (see attached). The first of my clients' belongings didn't arrive until 11/28/2020, and the last of the belongings didn't arrive until 12/15/2020. And AVL didn't deliver anything, as my clients were forced to pay a company that it never hired, Move-For-Less, the sum of \$7,849.00 before they could get their belongings.

My clients chose AVL because they were assured by AVL's Harold Brown that the same truck and crew who would be picking up their belongings in California would be the same truck and crew delivering their belongings to their new home in Ohio. My clients were also assured by Mr. Brown that the binding cost would not increase due to weight. Both of these representations were false.

To summarize, AVL movers arrived on 10/16/2020 with a truck that was too small. AVL called for a second truck and my clients were told that there would be an additional charge of \$2,200.00 for the additional truck and weight. Mr. Anderson then called AVL, and spoke to an Alissa, who confirmed that the extra charge would be due. Mr. Anderson then attempted to cancel his contract with AVL but was told he'd forfeit his down payment of \$6,411.00 if he did cancel. Needless to say, my clients were reluctantly stuck with AVL moving forward.



January 19, 2020

Page 2

The Andersons did not want to begin their drive from California to Ohio until AVL assured them that their belongings were en route, as my clients had no furnishings at their Ohio home. After numerous calls, Mr. Anderson spoke to AVL's Sonya Florence on 10/20/2020, who assured him that the moving trucks would be leaving California for Ohio the following day. Two hours after speaking to Ms. Florence, my clients began their drive to Ohio. My arrived at their Ohio home on 10/23/2020, and began calling AVL 4-6 times a day, trying to determine the status of all of their belongings. Rarely could my clients get a hold of anyone, and when they did, they were told to call back three (3) days later for an update.

Your delivery date deadline of 11/2/2020 came and went, and on 11/4/2020, Mr. Anderson spoke to Ms. Florence again, who indicated that my clients would be compensated \$50.00 per day, plus expenses, for each day that the delivery trucks were late (compensation which is completely unacceptable to my clients, for what it's worth). Another two (2) weeks passed, and on 11/17/2020, my clients were told that all of their belongings were in an undisclosed warehouse and were advised to call back on 11/23/2020 for another update.

My clients spent the first five (5) weeks in their new house with only a card table, two (2) patio chairs, and an air-mattress. They were forced to purchase clothing and other miscellaneous items (such as the air-mattress and bedding), which they wouldn't have had to purchase but for your company's disregard of them and their belongings. More seriously, the anxiety of not knowing where all of their prized possessions were located caused the Andersons to experience severe emotional distress, especially considering their deceased daughter's ashes were part of the transport. Ms. Anderson nearly had a nervous breakdown.

On 11/28/2020, 70% of my clients belongings arrived, twenty-six (26) days past your deadline. That is when my clients discovered that another company, Move-For-Less, transported my clients' belongings, contrary to the promises that AVL had made to my clients.

Another seventeen (17) days passed, and on 12/15/2020, the rest of my clients' belongings arrived (other than some items which remain missing), forty-three (43) days past your deadline. Again, my clients were forced to pay Move-For-Less, a company that my clients had not contracted with. The driver of the truck tried to extract another \$350.00 from my clients for the additional truck, and it took another lengthy phone call before this fee was waived. My clients ended up paying \$14,260.00 total, which was \$1,482.00 more than the contract price my clients had with AVL.

Finally, when my clients did receive their belongings, some of it was damaged and broken, and some of it is missing. This will also be an issue in court if my clients are forced to file suit.

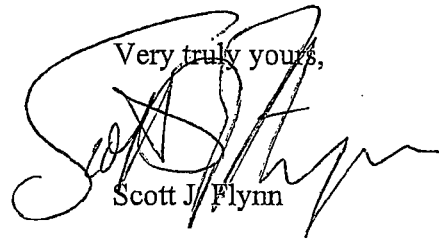
My clients are consumers pursuant to Ohio Revised Code (ORC) 1345.01(D) and AVL is a supplier pursuant to ORC 1345.01(C). AVL's egregious conduct was unfair, deceptive, and unconscionable pursuant to ORC 1345.02 and ORC 1345.03. As such, if forced to file suit, my clients will seek actual and noneconomic damages under ORC 1345.09(A); treble damages under ORC 1345.09(B); and attorney fees under ORC 1345.09(F)(2).

Unless my clients receive a full refund of the amount they paid AVL and Move-For-Less for this fiasco (\$14,267.00), no later than February 12, 2021, our office will be filing a lawsuit



January 19, 2020  
Page 3

against AVL in the Portage County Court of Common Pleas of Ohio, for breach of contract and numerous violations of the Ohio Consumer Sales Practices Act.

Very truly yours,  
  
Scott J. Flynn

American Van Lines  
 1351 N.W. 22nd Street  
 Pompano Beach, FL 33069  
 DOT 614506  
 MC 294798  
 Harold K. Brown  
 Toll Free: (888) 342-6683 ext.406  
 Fax: (888) 689-9991

**BINDING ESTIMATE**

Job# 1308840

SHIPPER INFO	CONSIGNEE INFO	SHIPMENT INFO
Gary L Anderson 28984 Escalante Rd  Sun City, CA 92587  (951) 244-1341	Gary L Anderson 3861 Martha Road  Kent, OH 44240  N/A	Tariff: AVL Weight: 12,152 Total Miles: 2358.00 Estimate Date: 9/25/2020 Pack Date: 10/10/2020-10/12/2020 Load Date: 10/10/2020- 10/12/2020 Delivery Window: 10/13/2020 - 10/28/2020

## ESTIMATE INFORMATION

This estimate includes only the items specified on the attached "Items List to be Moved" and summary of charges. This estimate includes:

- 1.) Basic disassembly and reassembly of standard furniture
- 2.) Furniture fully pad wrapped
- 3.) Loading, unloading & furniture set where you want it
- 4.) Taxes, tolls, & fuel
- 5.) Inventory of all items moved
- 6.) 60 cents per pound per article valuation coverage with zero deductible.

Unless otherwise specified, price does not include pickups or deliveries that require:

- 1.) Stairs or elevators
- 2.) Excessive walking distance over 75ft (charged in 75ft increments)
- 3.) Truck smaller than an eighteen wheeler
- 4.) Multiple stops
- 5.) Hoisting
- 6.) Storage
- 7.) Packing labor & materials.

Final charges may exceed the estimated price and will be based upon the actual weight of the property, number of items, and accessorial services rendered. Our minimum weight charge is 3000 pounds.

Shippers with origins less than fifty miles from carrier's location waive their right to a visual estimate.

## SUMMARY OF CHARGES

Based on- Tariff AVL: **12,152 Pounds, 2358.00 Miles**

Charge name	Charge amount
Transportation fee	\$12,197.44
\$0.60 per lbs per article	\$0.00
Packing	\$288.15
Other Labor (E)	\$350.00

**TOTAL BINDING PRICE: \$12,835.59**

## FORM OF PAYMENT

Upon booking, deposit will be required. The remaining balance must be paid in full prior to delivery by post office money order, or cashiers check prior to unloading. We also accept credit cards (Visa, MasterCard, or Discover). If you are moving into our storage, you must pay for services rendered to complete your move into storage. Estimates are valid for 3 days from estimate date listed above

**NOTES****" Above estimate is a Guaranteed Rate, Binded to your Items list (attached)**

" Estimate includes only the services list on Contract and Items list

Customer will provided their own mattress covers.

Per shipper all locations are Tractor Trailer Accessible (18 wheeler). If a shuttle is needed additional charges will apply

" Shipper to have all boxes prepared for transport prior to movers arrival

" Shipper to review Inventory List, Estimate and Deposit forms for Accuracy

Sincerely,

Harold K. Brown | Senior Moving Consultant  
 American Van Lines | 1351 NW 22nd St. | Pompano Beach, FL 33069  
 harold.brown@Americanvanlines.com | 888-342-6683, ext. 406 phone |  
 Harold Brown 09/25/2020 01:22 PM:

### VALUATION OPTIONS

**WARNING:** If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay.

**BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS** in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for **FAR LESS** than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the Interstate Bill of Lading/Valuation Addendum (Contract) for your move. Before selecting a liability level, Please read "**Your Rights and Responsibilities When You Move**" provided by the moving company, and seek further information at the government website [www.protectyourmove.gov](http://www.protectyourmove.gov)

Total Estimate with Limited Liability / Released Value: **\$12,835.59**

Total Estimate with Full Value Protection Options:

Deductible Levels	Valuation Charge	Total Estimate plus Valuation Charge	Customer's Initials
<input checked="" type="checkbox"/> \$0.00 (\$15,000.00)	\$887.00	\$13,722.59	x _____
<input checked="" type="checkbox"/> \$250.00 (\$15,000.00)	\$513.00	\$13,348.59	x _____
<input checked="" type="checkbox"/> \$500.00 (\$15,000.00)	\$487.00	\$13,322.59	x _____
<input checked="" type="checkbox"/> \$1,000.00 (\$15,000.00)	\$430.00	\$13,265.59	x _____

OR

☒ \$0.00 (\$0.60 per lbs per article) \$0.00 \$12,835.59

Gary L Anderson

Signed time: Friday, 09/25/2020 01:58 PM (Eastern time)

**Basic Coverage protects your goods at \$0.60 per pound per item.**

**Example of Basic Coverage: A flat screen TV (100 pounds) with an actual replacement value of \$1,000.00 will only be protected up to a maximum of \$60.00.**

**Select an option other than basic coverage to protect your goods at their full replacement value.**

Your estimate automatically includes the Limited Liability Valuation Protection at no cost. If you choose this option, the carrier is only responsible for 60 cents per pound per article. If you wish to select Full Value Protection, you can select this option up until the day of your move.

We recommend you purchase Third Party Full Value Replacement Insurance. We have partnered with Baker International. Visit <http://www.bakerintl.com> or call 1-800-356-0099 to purchase an insurance policy. You will need to know the Company's ID 9920 and your weight of 12,152.

### DESCRIPTION OF ITEMS TO BE MOVED

#### Custom packing (8)

Qty	Article	Qty	Article
7	Glass/Mirror/Picture Box	1	4.5 / Large Box

#### 1st Bedroom (29)

Qty	Article	Qty	Article
1	Mirror, LG	1	Bed, Waterbed
1	Dresser Triple	1	Chest, Armoire
2	Table, Night Stand	1	Chest, Jewelry
10	Box PBO - Wardrobe	1	TV, LCD
10	Bags	1	Chest, Cedar

#### 2nd Bedroom (14)

Qty	Article	Qty	Article
1	Bed, Queen	1	Bed, Headboard
1	Bed, Frame	1	Bed, Footboard
2	Table, Night Stand	1	Dresser Single
1	Cabinet	5	Box PBO - Wardrobe
1	TV, LCD		

#### 3rd Bedroom (3)

Qty	Article	Qty	Article
3	Mattress D/Q/K		

#### Family Room (8)

Qty	Article	Qty	Article
1	Miscellaneous - Sm (Glass)	3	Sofa, Sectional (per section)
2	Chair, Arm	1	Table, Coffee
1	TV, Plasma (Will be pack)		

#### Garage (150)

Qty	Article	Qty	Article
2	Rug, Sm.	1	Rug, Lg.
2	Table, Saw (Minor box)	3	Ladder, Extension
60	Box PBO- Medium (3.0 cu ft)	15	Box PBO- Small (1.5 cu ft)
20	Plastic - Bin	1	Tool Chest
1	Air Compressor	2	Toolbox
1	Vacuum Cleaner	9	Tools
1	Gun Cabinet	1	Table, Large
1	Miscellaneous - Sm (Small motor)	2	Table, Small
6	Chair, Folding	2	Golf Bag & Clubs
1	Box PBO - Large (4.5 cu ft)	2	Ladder, Step
1	Breakfast Chair	16	Plastic Tote - Sm

#### Hallway (1)

Qty	Article	Qty	Article
1	Cabinet, Curio		

**Kitchen (10)**

Qty	Article	Qty	Article
1	Breakfast Table	6	Breakfast Chair
2	Bar Stool	1	Box PBO- Medium (3.0 cu ft)

**Living Room (20)**

Qty	Article	Qty	Article
4	Stool	1	Breakfast Table
2	Plants, Small	1	TV Tray Set
1	Baker's Rack	1	Sofa
1	Sofa, Loveseat	1	Cabinet, China
1	Table, Coffee	2	Table, End
1	Miscellaneous - Med (Screen)	1	Mirror, LG
3	Miscellaneous - Sm (Clock, valet stands)		

**Loft (13)**

Qty	Article	Qty	Article
1	Sofa	2	Chair, Arm
1	Lamp, Floor	1	Table, Sofa
1	Mirror, LG	1	Table, Night Stand
2	Fan	1	Bags
3	Basket		

**Office/Study (12)**

Qty	Article	Qty	Article
1	Rack	2	Desk Chair
3	Box PBO- Medium (3.0 cu ft)	1	Computer Monitor
1	Computer	1	Printer
1	Fan	1	Cabinet, Small
1	Shelving		

**Porch (8)**

Qty	Article	Qty	Article
1	Table, Patio	4	Chair, Metal
2	Chair, High	1	Glider - Settee

**Total Items 275****Total Estimated Weight 12,152****DESCRIPTION OF BOXES TO BE PACKED BY COMPANY**

Description	Material quantity	Material rate	Material charge	Service quantity	Service rate	Service charge
4.5 / Large Box	1	\$8.50	\$8.50	1	\$8.50	\$8.50
Glass/Mirror/Picture Box	7	\$17.00	\$119.00	7	\$17.00	\$119.00
Mattress D/Q/K	3	\$18.00	\$54.00	3	\$10.00	\$30.00

Please review your item list above. Your estimate is based on this item list. If more items are taken, your estimate is subject to change. If your item list is incomplete or incorrect, please contact your moving consultant immediately.

I have received a copy of 1) Estimate, 2) Your Rights and Responsibilities When You Move, 3) Inventory of items valued in excess of \$100 per pound per article (high value Inventory) form , 4) Pamphlet Ready to Move

**Customer Signature**

**Harold Brown**

**Date: 9/25/2020**

Gary L Anderson

Signed time: Friday, 09/25/2020 01:58 PM (Eastern time)

**Date: 9/25/2020**

American Van Lines  
1351 N.W. 22nd Street  
Pompano Beach, FL 33069  
DOT 614506  
MC 294798  
Toll Free: (888) 342-6683  
Fax: (888) 689-9991

**BINDING ESTIMATE****ADDENDUM**

Job# 1308840

**SHIPPER INFO**

Gary L Anderson  
28984 Escalante Rd  
  
Sun City, CA 92587  
  
(951) 244-1341

**CONSIGNEE INFO**

Gary L Anderson  
3861 Martha Road  
Kent, OH 44240

**SHIPMENT INFO**

Tariff: **AVL**  
Weight: **12,548**  
Total Miles: **2358.00**  
Estimate Date: **10/14/2020**  
Pack Date: **10/15/2020-10/17/2020**  
Load Date: **10/15/2020-10/17/2020**  
Delivery Window: **10/18/2020 - 11/2/2020**

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**SUMMARY OF CHARGES**

Based on- Tariff AVL: 12,548 Pounds, **2358.00** Miles

Charge name	Charge amount
Transportation fee	\$12,313.80
\$0.60 per lbs per article	\$0.00
Packing	\$114.75
Other Labor (E)	\$350.00

**TOTAL BINDING PRICE: \$12,778.55**

**FORM OF PAYMENT**

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Harold Brown ext 406/Alissa 259